

Tama Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2007

TAMA CO. / TEAMSTERS #238 (SHERIFF) 06-07

AGREEMENT

between

TAMA COUNTY
SHERIFF'S OFFICE

and

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238,
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

July 1, 2006 to June 30, 2007

TAMA COUNTY SHERIFF'S OFFICE
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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2006, by and between TAMA COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

Section 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Tama County Sheriff's Office, including all regular full-time and regular part-time employees, including Patrol Supervisor, Jail Administrator, Deputies, Jailers, and Clerks as set forth in the Iowa Public Employment Relations Board Order of Certification, Case No. 4344, dated February 15, 1991, which excludes all elected officials, Sheriff, First Deputy, confidential employees, and all other employees excluded by Section 4 of the Public Employment Relations Act.

Section 1.2 The County shall not enter into any agreement with the employees of the Tama County Sheriff's Office individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

Section 2.1 The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable.

Section 2.2 There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Section 2.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2.4 The Employer and the Union agree that exceptions to all Articles of this Agreement may be granted in order for the Union and/or the County to comply with provisions of the Americans with Disabilities Act; however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and given the opportunity to review the same and propose alternatives. No exceptions will be made without the other party's consent.

ARTICLE 3
NO STRIKE - NO LOCKOUT

Section 3.1 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 3.2 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4
SEPARABILITY AND SAVINGS

Section 4.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provision of the Agreement voided.

ARTICLE 5
GRIEVANCE PROCEDURE AND ARBITRATION

Section 5.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Section 5.2 Informal: An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within a five (5) calendar day period following its occurrence in an effort to resolve the problem in an informal manner.

Section 5.3 Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within five (5) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated. Within five (5) calendar days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) calendar days after the date of the Sheriff's or his designated representative's answer given in Step 1.

Section 5.4 An employee shall have the right to have a Union representative present at any or all levels of the grievance meetings of bargaining unit employees.

Section 5.5 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

Section 5.6 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the Public Employment Relations Board to furnish a suggested list of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 5.7 After each party has alternately eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 5.8 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have power to accept or decide any grievance, which involves a promotional matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be final and binding on both parties.

Section 5.9 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5.10 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

Section 5.11 In the event that any employee takes action on any complaint or takes action through any governmental agency or Civil Service Commission regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 6 SENIORITY

Section 6.1 Seniority means an employee's length of continuous service with the Employer since their last date of hire.

Section 6.2 A new employee, as jailer and clerk shall serve a probationary period of six (6) months. A newly employed deputy sheriff will serve a probationary period as described in Iowa Code Section 341 A.11 of the Code of Iowa. If the probationary period is extended, the Sheriff will notify the employee of the extension within ten (10) working days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. The probationary period will not be extended for the sole purpose of denying contractual benefits. They may be terminated for any reason during the probationary period and under no circumstances can a probationary employee have recourse to the contractual grievance procedure.

Section 6.3 An employees shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged and said discharge is not reversed through the grievance procedure.
- (c) Engaging in other work while on leave of absence.
- (d) One (1) day of absence without notice and authorization to the Employer unless an emergency situations restricts the employee's ability to make proper notification.
- (e) Failure to report for work at the end of leave of absence unless an emergency situation precludes returning to work.
- (f) Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be terminated after a layoff or absence from work exceeds twelve (12) months in duration.

Section 6.4 The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement.

Section 6.5 The Employer will provide the Union with an updated seniority list whenever new hires, terminations, or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within thirty (30) days with the Sheriff. A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

Section 6.6 If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

ARTICLE 7 LAYOFF

Section 7.1 The Union recognizes the right of the Employer to layoff or to reduce the hours of employment in accordance with the procedure set forth in this Section.

Section 7.2 Layoff Procedures: When a layoff occurs, the following general rules shall apply:

- (a) Layoff shall be by job classification.
- (b) Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.
- (c) Employees in affected job classification shall be laid off in accordance with seniority. Layoff shall be by job classification seniority with the least senior employees within the classification affected being laid off first.

Employees will be recalled from layoff in the reverse order of layoff. The laid off employee must report in and fill the new position within five (5) days of recall notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired.

- (d) The employee who is being removed out of the job classification, instead of being laid off, may bump into a lower ranking job classification. He/she can bump the least senior employee in another job classification if they have more overall seniority and are qualified to perform the duties in the different job classification. The employee will be paid the rate of the job classification which is new. If the employee desires to bump, he/she is to notify the Sheriff in writing within seven (7) calendar days after receiving notice that they were going to be removed from the job classification. (Qualifications shall be according to Iowa law.)

An employee who elects to bump, in lieu of layoff, shall have the right to reinstatement to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for, such classification by the Employer enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay, except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Any employee laid off because of a reduction in force shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the classification, before a new employee may be

hired for such position by the Employer enforcing the layoff, if such opening becomes available within two (2) years of the date of such layoff because of a reduction in force.

Section 7.3 There are six (6) job classifications in the unit. By ranking, these are:

1. Deputies
2. Clerks
3. Jailers
4. Transport officers (part-time)
5. Clerks (part-time)
6. Deputies (part-time)

There will be no additional classifications added to defeat purposes of this Article.

Section 7.4 After the first twelve (12) weeks of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 POSTING

Section 8.1 Except for the Lead Worker classifications, vacancies or new jobs are to be posted on the bulletin board for a period of five (5) days. The most senior qualified employee who has bid for the job will be awarded the position.

Section 8.2 Prior to filling Lead Worker positions, the Employer will post and give current employees the opportunity to bid for these Lead Worker positions.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 9.1 The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be made by the Sheriff.

Section 9.2 The schedule for all employees will normally be posted thirty (30) days prior to its effective date. Normally changes in the schedule will be made only with prior approval of the Sheriff or his/her designee with a three (3) day notice to the Sheriff or his/her designee and/or a two (2) day notice to the employee.

Section 9.3 The normal work schedule for employees will consist of ten (10) eight (8) hour days in a fourteen (14) day period. The normal days off during this period will be two (2) consecutive days off with four (4) days off total.

Section 9.4 Employees shall normally receive a thirty (30) minute lunch period as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift (Jailers and Deputies) employees. Employees shall receive a fifteen (15) minute break at or near the middle of the first and last half of their

scheduled workday. However, employees are considered "on duty" at all times and are expected to respond to calls, etc. during their breaks and lunch periods.

Section 9.5 Overtime All time worked in excess of forty (40) hours in any work week for the Clerk classification will be paid at time and one-half (1 1/2) the employee's hourly rate or time and one-half (1 1/2) compensatory rate. The choice between cash or compensatory time will be at the discretion of the Sheriff.

Section 9.6 Overtime for all law enforcement employees shall be paid either in cash or compensatory time at the rate of time and one-half (1/2) the employee's straight time hourly rate for hours worked in excess of eighty (80) hours in any work period for Jailers and Deputies. The choice between cash or compensatory time will be at the Sheriff's discretion. Paid leaves, holidays, vacations and compensatory time taken off will be counted as working time for the purpose of determining overtime. An employee scheduled to work overtime for another employee and calls in sick will not be allowed to use this absence as sick leave nor count those hours toward overtime.

Section 9.7 Scheduled and voluntary overtime will be distributed as evenly as possible among employee's within each classification. If inequities occur, catch-up measures will be taken. An employee who is given the opportunity to work overtime and declines, will be charged for those hours as if he/she worked.

Section 9.8 Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff or his designated representative.

Section 9.9 There will be no pyramiding of overtime i.e. overtime will not be counted twice for the same hours.

Section 9.10 Call Back. An employee called back after his/her regular shift or before his/her regular shift, for reasons beyond his/her control, shall be paid a minimum of two (2) hours at the employee's appropriate hourly rate of pay. An employee is required to contact the Sheriff and/or his designee upon arrival for call back time and immediately after being dismissed.

Section 9.11 Court Time. An employee required to appear for any Court related matters (where the employee may be involved as the arresting officer or while acting in his/her official capacity for the County as a material witness) during his/her off duty hours shall be paid a minimum of one (1) hour at the employee's appropriate hourly rate of pay. An employee is required to contact the Sheriff and/or his designee upon arrival for court time and immediately after being dismissed.

Section 9.12 Shift Bidding. Shifts shall be posted the first week of November to take effect the first pay period in January, and will be granted by seniority within each job classification, provided the employee meets the qualification required by the Sheriff for the particular shift. Probationary and part-time employees will not be allowed to bid shifts.

Section 9.13 The shifts shall be one (1) year, provided, however, the Sheriff reserves the right to assign employees to different shifts and revise work schedules to meet the needs of the office.

These changes shall not be for arbitrary or capricious reasons. If the Sheriff determines the need for permanent change in shifts, and the Union requests, shifts will be rebid.

Section 9.14 Jailers shall normally be assigned go to a 5 - 2 work week. The Union will be given prior notice before instituting other types of schedules. It is agreed that all regular full-time employees will have the first opportunity to bid. It is also agreed that the County Sheriff's Office may hire some part-time employees - when need be - to fill the regular full-time employees for Holidays, vacations, sick leave, family leave and to adequately staff. All part-time employees will be at the Sheriff's discretion on shift hours and days.

Section 9.15 In case of overtime in the Jail, it shall be standard procedure for the full-time Jailers to be offered the overtime. For situations involving sick leave, vacation, comp time or any other approved leave, the part-time Jailers will be offered and/or assigned these hours prior to full-time employees being contacted. This is only until the part-time employee has obtained work of forty (40) hours in that particular workweek. Should the part-time employee have his/her forty (40) hours in, then the rotation shall begin through the full-time staff.

ARTICLE 10 HOLIDAYS

Section 10.1 Regular full-time employees will be paid for the following paid holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and one (1) floating holiday.

Section 10.2 The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked on the actual holiday plus given another day off to be taken with the approval of the Sheriff. (All regular full-time employees required to work on Easter Sunday shall be paid time and one-half (1/2) for all hours worked.) An employee who is scheduled off on a holiday shall receive another paid day off to be taken with the approval of the Sheriff. These additional days can be taken off in four (4) hour increments.

Section 10.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement or with prior approval of the Sheriff or his designee, the employee shall be considered as having met these requirements.

Section 10.4 An employee on layoff or leave of absence is not eligible for holiday pay.

Section 10.5 Up to five (5) holidays may be carried over from one (1) year to the next with prior approval of the Sheriff. The Sheriff may require these five (5) days to be scheduled as to when the employee will take the five (5) days off as part of approval.

ARTICLE 11 VACATIONS

Section 11.1 Regular full-time employees shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, one (1) week (five (5) workdays)

After two (2) years of continuous full-time service, two (2) weeks (ten (10) workdays)

After eight (8) years of continuous full-time service, three (3) weeks (fifteen (15) workdays)

After fifteen (15) years of continuous full-time service, four (4) weeks (twenty (20) workdays)

Section 11.2 Up to five (5) days vacation may be carried over from one year to the next if approved in writing by the Sheriff. The Sheriff may require those five (5) days to be scheduled as to when the employee will take the five (5) days off as part of approval.

Section 11.3 If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Section 11.4 Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

Section 11.5 During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked.

Section 11.6 An employee shall make a reasonable effort to submit a written request for vacation to the Sheriff at least thirty (30) days prior to the requested time off. Vacations shall be granted on a "first come, first serve" basis. If more than one request is received the same day for the same period, seniority shall prevail.

Section 11.7 The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the office. Vacation time will normally be taken in weekly increments, but can be granted in lesser increments upon prior approval of the Sheriff. The Sheriff shall not exercise his judgment under this Section in an arbitrary, capricious, or unreasonable manner.

Section 11.8 Upon resignation, layoff, or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Section 11.9 In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee for any earned but unused vacation pay.

ARTICLE 12 SICK LEAVE

Section 12.1 Accumulation. Sick leave shall be accrued by a regular full-time employee at the rate of eight (8) hours for each month to a total of eight hundred (800) hours.

Section 12.2 Use of Sick Leave. Accumulated sick leave may be used as follows:

- (a) For illness or injury to an employee which renders him/her unable to work;
- (b) For medical or dental care for the employee dispensed by licensed practitioners and regular established health care facilities, provided the same cannot be deferred until after working hours;
- (c) For serious illness or serious injury to a member of the employee's immediate family, defined as his/her spouse and children living at home. This shall be limited to time required to arrange for care and transportation of the seriously ill or seriously injured.
- (d) A medical doctor's written verification of illness or injury may be required at any time.

Section 12.3 Notification. When absences due to sickness are necessitated, the employee shall notify the Sheriff or designated representative prior to the beginning of his/her scheduled reporting time.

Section 12.4 Probationary Employees. Probationary employees are not eligible for sick leave benefits.

Section 12.5 Covered Injuries. In the event an employee sustains an injury and the same is covered by Workers Compensation Insurance, and the employee also has accumulated sick leave benefits provided by the Employer, the employee at his/her option may do one of the following:

1. Employees injured on the job are eligible for Workers Compensation benefits. An employee may use sick leave for the first three (3) days of an absence if not covered by Workers Compensation.

Section 12.6 An employee who has accumulated eight hundred (800) hours of sick leave will continue accruing two (2) hours each month in a separate account as long as the employee has the maximum accumulation. These accumulated hours are not to be used for the purpose of sick leave. These hours will continue to build up in this separate account until the employee retires as defined by IPERS. The County will allow the employee to use the value of this separate account to be used for continuing health insurance to be purchased from the County.

ARTICLE 13 FAMILY DEATH

Section 13.1 In the event of death of a regular full-time employee's spouse or child said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time employee's parent, stepparents, part-in-law, brother, sister, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. In the event of the death of a brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an employee may be allowed time off with pay, not to exceed one (1) day.

Section 13.2 Employees shall be granted one-half (1/2) day with pay when attending the funeral services for fellow office workers as well as for fellow retired office workers.

Section 13.3 The Sheriff may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

ARTICLE 14 MILITARY LEAVE

Section 14.1 A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa, 1975.

Section 14.2 The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 15 JURY DUTY LEAVE

Section 15.1 An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work within two (2) hours, if two (2) hours are left in the shift.

ARTICLE 16 VOTING LEAVE

Section 16.1 Every employee is encouraged to exercise his/her privilege to vote. If, for any good reason, an employee is unable to vote before or after working hours, the employee shall be granted time off, not to exceed three (3) hours, to vote.

ARTICLE 17
UNPAID LEAVE OF ABSENCE

Section 17.1 An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed six (6) months duration for illness and other legitimate reasons, and may be extended for an additional six (6) months, upon approval of the Sheriff, which approval will not be unreasonably withheld. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn any leaves or other benefits;
- (c) does not contribute to retirement programs;
- (d) must reimburse the Employer for all group hospital and medical insurance premiums, if coverage is desired;
- (e) does not accrue seniority after twelve (12) weeks.

ARTICLE 18
PART-TIME EMPLOYEES

Section 18.1 The Sheriff may hire one part-time deputy to be on an "on call basis". Additional part-time deputies may be added with approval of the Union.

ARTICLE 19
UNIFORMS

Section 19.1 All regular full-time employees will be provided their initial uniforms as required and determined by the Sheriff. After receiving his/her initial uniforms, the Employer will provide replacement items as needed. All items allowance requests must have prior approval of the Sheriff and/or his designee.

Section 19.2 The County shall pay the entire amount for dry cleaning of all uniform items that require dry cleaning only.

Deputy Sheriff

- one (1) inner belt (basketweave)
- one (1) outer belt (basketweave)
- one (1) holster fitted to the weapon carried by Officer at time of hiring (basketweave)
- one (1) double handcuff case (basketweave)
- one (1) flashlight holder (basketweave)
- one (1) PR - 24 holder or ASP or Baton and holder
- one (1) ammunition holder (basketweave) may be Mag. holder or speed loader pouch
- two (2) sets of handcuffs
- one (1) pair of dress shoes or
- one (1) pair of uniform boots (may be Eliminator or Western style)
- one (1) summer coat
- one (1) winter coat or jacket
- one (1) heavy winter parka and bibs per request of officer
- one (1) felt hat (with acorns and strap)

one (1) straw hat (with acorns and strap)
one (1) winter fur cap
one (1) bullet proof vest (as chosen by Sheriff).
three (3) summer uniform shirts
three (3) winter uniform shirts
three (3) pairs of uniform pants
two (2) ties
one (1) pair gloves - per request of officer
one (1) Deputy badge set: two (2) breast badges; one (1) hat badge; one (1) I.D. holder with badge and I.D. card; one (1) set of collar insignias; two (2) name plates;
one (1) "serving since" plate
one thousand (1,000) business cards; 500 Designed by Sheriff
one (1) rain outfit (coat and hat cover)

Full-Time Jailer, Clerk:

three (3) summer uniform shirts
one (1) sweater
three (3) pair of uniform pants
one (1) pair of uniform boots or shoes
one (1) leather belt
one (1) nameplate (upon request)

Part-Time Jailer, Clerk:

two (2) summer uniform shirts
Two (2) pairs of uniform pants
one (1) pair of uniform boots or shoes
one (1) leather belt
one (1) nameplate (upon request)

ARTICLE 20
INSURANCE

Section 20.1 2005-2006 fiscal year, the Employer agrees to pay the entire single premium for each eligible regular full-time employee for a Health and Major Medical group program. Employees wishing to cover their eligible dependents may do so by paying \$50.00 toward the cost of dependent coverage. Said coverage shall include health and dental insurance. The Employer agrees to provide 80/20 on drugs with no deductible.

The Employer shall have the right to select the carrier but the coverage shall be equal to or better than the coverage currently in effect.

ARTICLE 21
DUES CHECK-OFF

Section 21.1 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted, including initiation fees and all uniforms deductions as submitted by the Union.

Section 21.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 22
PAY PERIOD

Section 22.1 Pay period shall be fourteen (14) days every other Thursday. If Thursday is a holiday, the employee shall be paid on Wednesday.

ARTICLE 23
LONGEVITY

Section 23.1 Longevity will be added to the hourly rate as follows:

After completion of	Cents per hour pay As of 7-1-05
5 years of continuous service	.25
10 years of continuous service	.30
15 years of continuous service	.35
20 years of continuous service	.40
25 years of continuous service	.45
30 years of continuous service	.50
35 years of continuous service	.55

ARTICLE 24
DURATION OF AGREEMENT

Section 24.1 THIS AGREEMENT shall be effective beginning July 1, 2006, and shall continue in full force and effect until its expiration on June 30, 2007.

Signed this 28 day of March, 2006.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By Dary Rankam
Secretary-Treasurer

By Rik Willett
Business Representative

TAMA COUNTY
SHERIFF OFFICE

By [Signature]
Sheriff

By Keith Lark
Chair, Board of Supervisors

By Renee Van Boken
Employer Representative

APPENDIX A
WAGES

Deputies:	Effective 7-1-06
Start - (non-certified)	\$15.94
Start - (certified)	\$16.71
After one (1) year	\$17.34
After two (2) years	\$17.58
After three (3) years	\$17.93
After four (4) years	\$19.31
(Hourly in this proposal are based on 2080 hours per year)	

Jailers and Clerks:

Start	\$11.09
End of probation	\$11.46
After one (1) year	\$11.76
After two (2) years	\$12.90
After three (3) years	\$13.44
After four (4) years	\$14.00

Employees will move through the step progression on the employee's anniversary date.

The Employer, at its discretion, may hire an employee at a rate commensurate with their qualifications, skill ability and expertise.

No part-time transport officer will be paid above the Jailers or Clerks rate.

Deb Burnes shall be red circled as office manager. If she bids back into the Jailers/Clerk classification, she will be paid that rate.

Shift Pay: All Jailers and Clerks whose shift starts at 4:00 P.M. or after and ends at 8 A.M. or before, will receive an additional twenty cents (\$.20) per hour for each hour worked. If an employee works a shift that pays a differential, the employee will receive the differential. If a person is called into work another person's shift, they will receive whatever shift pay, if any, the shift gets. Trainees and probationary employees will not receive shift pay. Deputies will receive twenty (\$.20) per hour for all hours worked between 4:00 P.M. and 8:00 A.M.

An additional twenty-five cents (\$.25) per hour shall be paid for any employee designated by the Sheriff as an administrative position.

Tama County Sheriff's Office
and
Teamsters Local 238

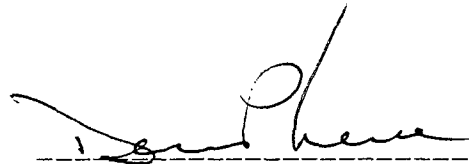
July 1, 2006 - June 30, 2007

Memo of Understanding
Shift Hours When Working on a Holiday - Deputy Sheriff's

If the Sheriff's Office continues the ten hour day schedule, the 10 hour shift will revert to an 8 hour shift for deputies scheduled to work on a holiday. The parties understand and agree that the deputy will be on call for an additional 2 hours and the deputies' pay will be short 2 hours per holiday occurring during the pay period.



FOR THE UNION



FOR THE COUNTY